

DATA SHEET

42121 Highway 299

Director's Deed 10500-01-01

Bid Deposit: \$1,000 in the form of a Cashier's Check, Certified Check or Money Order

Minimum Bid: \$33,750.00

Escrow: At bidders option and expense

Address: 42121 Highway 299, Willow Creek, CA 95573

Location: Humboldt County

Lot Size & Shape: 0.82 of an acre and Irregular

Topography: Level to sloping

Zoning as of May 2007: AG, Agricultural, Suburban, General.

It is recommended all prospective purchasers fully investigate zoning and land use restrictions with local authorities concern potential uses of the property. The Department makes no warranty regarding the zoning of any property or land use determinations.

Utilities: There may be a community water box/meter on site. Electric service available. Propane gas is available in the area

Improvements: Fencing along the highway right of way.

Acces: 40 ft. wide easement for ingress-egress. 302+/- linear feet of frontage on Highway 299.

SEALED BID NOTICE

The advertised property is posted on the Caltrans website for excess land sales.

The information contained in these sources is deemed reliable, but accuracy and completeness are not guaranteed. This material is provided merely as a courtesy to the bidders. All bidders are encouraged to make visual inspections prior to submitting sealed bid form. The property is sold in an **“as is”** condition. The property offered for sale in this brochure is vacant land.

NO PERSONAL CHECKS OR CASH ACCEPTED.

For further information, call, or write the Department of Transportation, R/W Excess Land
P.O. Box 3700, Eureka, CA 95502-3700, phone (707) 445-6581.

E-mail address: edward_h_fitzgerald@dot.ca.gov

The lobby receptionist's hours are 7:30 a.m. to 5:00 p.m. weekdays, located at 1656 Union Street.

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BID INFORMATION

BID DEADLINE: All sealed bids must be received by 11:00 a.m. on Thursday, July 12, 2007. Any bids received after 11:00 a.m. will be returned unopened. Bids are to be delivered to the Cashier's Window, Main Lobby, 1656 Union Street, Eureka, CA.

BID OPENING DATE AND TIME: Thursday, July 12, 2007 at 11:30 a.m.

LOCATION: Department of Transportation, 1656 Union Street, EOC Room, Eureka, California.

BID DEPOSIT: In order to participate in this public sale, a prospective bidder must submit a \$1,000 bid deposit. **The bid deposit will be by cashier's check, certified check or money order only payable to the Department of Transportation.** The bid deposit will be refunded to all unsuccessful bidders via certified mail during the week following the auction. The successful bidder will use the \$1,000 bid deposit as part of their 10% option deposit. **Note on the outside of envelope – “Sealed Bid for July 12, 2007”.**

OPTION DEPOSIT: The successful bidder will be required to deposit with the State, money in the amount of 10% of the minimum bid on or before Tuesday, July 17, 2007. The successful bidder will use their bid deposit as part of this 10% deposit. All payments must be by cashier's check, certified check, or money order made payable to the Department of Transportation. **No personal checks or cash accepted.**

TERMS: CASH – 60 DAY OPTION PERIOD: The full bid price shall be paid to the Department of Transportation on or before the end of the Option Period, Monday, September 17, 2007. Financing is the responsibility of the successful bidder together with all costs, including appraisal and loan fees, credit reports, points, title insurance premiums, surveys, documentary transfer taxes, escrow and recording fees, and any other fees or charges

MINIMUM BID: The minimum bid for this sale is **\$33,750.**

OPTION AGREEMENT: The Bid Form included in this package serves as the “Option to Purchase” agreement. The successful bidder shall be bound to the terms specified in both the “Option to Purchase” agreement and the “Sealed Bid Sale” brochure. **The Option is not assignable or transferable.** This sale is subject to the approval of the California Transportation Commission (CTC). Title will transfer after CTC approval, the balance of the purchase price is received and the Directors Deed is recorded.

SECOND HIGHEST BID: In the event the high bidder fails to exercise their option within the Option Period or defaults in completion of the sale, the State may, at its discretion, offer the option to the second highest bidder. If the second highest bidder accepts the option, the deposit requirements and terms of option to purchase shall be the same as stated in this notice of sale except that the Option Period shall commence, as stated, on the day the option is awarded by the State.

ESCROW: The successful bidder may open an escrow at his/her option and all escrow fees are the responsibility of the successful bidder. If the successful bidder chooses to open an escrow, the escrow officer shall notify the Department of Transportation, by letter, within **ten (10)** days from the date of the sale. The notification letter shall be mailed directly to: Caltrans, Attention: Right of Way, Excess Lands Section, P.O. Box 3700, Eureka, CA 95502-3700. Possession of any unit will not be given until the close of escrow.

REPAIRS: All properties will be sold on an “**as is**” basis, and repairs, if any, are the responsibility of the successful bidder. The State makes no warranties, oral, written or implied as to any of the property improvements. Condition of all improvements is a “**risk**” that the successful bidder must accept.

TERMS OF OPTION PURCHASE

CASH SALE: The State is to receive the total purchase price in the form of a cashier's check, certified check or money order within the time specified.

OPTION DEPOSIT: All Option Deposits must be either **Cashier's Check, Certified Check, or Money Order** made payable to the Department of Transportation. **NO personal checks or cash will be accepted.** Bids submitted in any other form of deposit will not be considered. The successful bidder's Option Deposit will be retained by Caltrans and not placed in escrow.

OPTION PERIOD: The Option Deposit will be the consideration for the 60-Day Option Period, which shall expire on Monday, September 17, 2007. The balance of the purchase price shall be **paid on or before** the expiration of the Option Period. There may be situations wherein the Option holder is unable to complete the terms of this Option within the time allowed for reasons beyond his/her control. Under these circumstances, the State, at its discretion, may elect to extend the Option Period. A charge of 1% of the bid price per month will be made for such extensions. This charge shall not be applied toward the purchase price.

FORFEITURE OF DEPOSIT: The Option Deposit (10% of bid) is **NON-REFUNDABLE** in the event that the successful bidder fails to exercise the Option within the Option Period or extensions thereof as outlined above in “Option Period” or fails to comply with any and all terms of the Option as herein provided. However, if any sale is not approved by the California Transportation Commission, the Option Deposit will be refunded without interest. **All payments must be made payable to: Department of Transportation.** The mailing address is: Department of Transportation, Attention: Right of Way, Excess Lands Section, P.O. Box 3700, Eureka, CA 95502-3700.

TITLE: The properties are warranted to be free of any liens, court judgments, loans (Deeds of Trust, etc.) and delinquent or unpaid property taxes. The sale of these properties are subject to all matters of public record and any easements, claims of easements, or reservations not of record. The Department of Transportation does not assume any liability for any possible encumbrances on these properties. The right, title, and interest in this property shall not exceed that vested in the State of California. Prospective bidders should consult local title companies if more complete information regarding the title of the property is required. Buyer pays document transfer taxes and recording fees.

LAND USE NOTE: The concerned local agency should be contacted to determine whether, in the future, the parcel may come under the provisions of the Subdivision Map Act, if the owner wants to adjust lot lines, divide the property, or sell each separately described parcel. Caltrans is not responsible for land use determinations. All properties are sold in an “as is” condition. See local Planning Department for permitted land uses.

“AS IS “ SALE: The property is sold in an “AS IS” condition. The Successful Bidder agrees that, as of the close of escrow, it will be acquiring the property in an “AS IS” condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous wastes that may be located on, under, or around the property, whether known or unknown, and successful Bidder assumes all responsibilities for such faults and conditions.

SEISMIC AREA: Willow Creek is located within a known, active seismic area.

TRANSPORTATION COMMISSION: **The sale item in this brochure shall be subject to approval by the California Transportation Commission.** The proposed sale is expected to be presented to the CTC at their regular meeting tentatively scheduled for **September 20, 2007**. A minimum of twelve working days after the meeting date will be needed for additional processing prior to delivery of a fully executed instrument to the buyer or agent.

ZONING: It is the responsibility of all prospective buyers to fully investigate zoning and land use restrictions with local authorities concerning the potential uses of the property. **Caltrans makes no warranty regarding whether or not the current use of the property is in compliance with the present zoning or permitted use.**

TAXES: The properties are now exempt from local taxes, but will be returned to the tax rolls upon recording the Director’s Deed to the successful bidder.

ENVIRONMENTAL ACT: The sale of this excess property is exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA). The environmental determination by Caltrans for the sale of this property does not mean that the buyer may not have to obtain subsequent environmental documents or prepare the same as required by any local agency. Buyer should also be aware that if buyer seeks some form of approval of permit for development subsequent to buyer’s purchase of this excess property, the local agency may require an environmental document and/or environmental analysis before giving its approval or permit.

SURVEY: No warranty is made by Caltrans relative to ground location of property lines other than the monumented highway right of way line. Any independent survey is at purchaser’s expense.

DISQUALIFIED BIDS: The State of California reserves the right to reject any and all bids and waive any information or irregularity in any bid or to accept any bid deemed in the best interest of the State at any time prior to the recordation of the Director’s Deed. An agreement between two or more prospective bidders to set their bid price, or not to submit bids against each other, with the purpose of purchasing these parcels at a more advantageous price or terms, is prohibited. Where such agreements come to the knowledge of the Department of Transportation, any bids made pursuant to such an agreement **shall be disqualified**. The above prohibitions do not preclude single bids submitted by one or more persons or entities or both as partners or joint ventures or other similar legally permissible combinations. The State of California also reserves the right to cancel the sale in part or in its entirety at any time prior to recordation of the Director’s Deed. In the event of cancellation of sale and/or rejection of any bids, the affected deposits shall be refunded without interest.

TIE BIDS: In the case of identical high bids on sale item, all high bidders will be given an additional week period to submit new bids. In this event, the State will give all tied bidders written notification of this additional bidding period.

Sealed Bid Procedure

1. The bidder is required prior to the day of the sealed bid deadline to complete the following Option to Purchase Form (be sure to enter your bid amount). Be sure to enter the proper amounts called for on the Bid Form. Please enter all three (3) amounts.
2. The following form is completed by each bidder.
3. Make your \$1,000 bid deposit payable to the "Department of Transportation".
NO PERSONAL CHECKS OR CASH WILL BE ACCEPTED.
The bid deposit will be by Cashier's Check, Certified Check, or Money Order.
4. Your name, phone and mailing address should be completed.
5. Also include how you wish the property vested/take title.
6. Note on the outside of the envelope that it is a **"Sealed Bid – July 12, 2007 Sale"**.

NOTE: All the requested information needs to be completed on the attached form. This information is used with the sale package sent to the California Transportation Commission for sale approval.

Option to Purchase

Cash Terms – Sealed Bid due Thursday, July 12, 2007.

For the purchase of the following real property:

The property is located at 42121 Highway 299, Willow Creek, CA. SOLD "AS IS".

The undersigned bidder hereby agrees to the terms of this option, and further agrees to pay the State of California, Department of Transportation _____, as full payment for the purchase of said property. Paid herewith is my **\$1,000 bid deposit**. Thereafter, the balance of the option deposit _____ (10% deposit less \$1 ,000 bid deposit) is to be paid on or before **Tuesday, July 17, 2007**. Thereafter, the balance of the purchase price of _____ is to be paid on or before **Monday, September 17, 2007**.

The successful bidder shall be bound to the terms specified in both the "Option to Purchase" agreement and the "Successful Bidder form/Option to Purchase".

All provisions of the TERMS OF OPTION TO PURCHASE are hereby specifically incorporated by reference into the terms of this option, and bidder agrees to perform each of the said TERMS. The property shall be conveyed by the State's Director's Deed to: **(Type or print how title is to be vested)**

_____.

Please check one or more as it applies:

____ Husband and wife as joint tenants
____ Husband and wife as community property
____ A married man as his sole and separate property
____ A married woman as her sole and separate property
____ Joint tenants
____ Tenants in Common
____ As a single man _____ As a single woman
____ Other (Specify) _____

It is also agreed that all notices and matters arising in connection with this transaction will be given to the bidder in person by certified mail and addressed to:

_____.

It is understood that the Department of Transportation shall record said Director's Deed and the undersigned bidder agrees to pay the cost of recording and any document transfer tax when the final balance is paid. Bidder may take possession of said real property as soon as said Director's Deed has been recorded.

Signed: _____ **Date:** _____ **Phone:** _____

Signed: _____ **Date:** _____ **Phone:** _____